



274125

OMB Approval No. 90-R0180

## STATE AND LOCAL NONCONSTRUCTION PROGRAMS

FEDERAL ASSISTANCE		2. APPLICANT'S APPLICATION	3. STATE APPLICATION IDENTIFIER	4. NUMBER
1. TYPE OF ACTION (Mark appropriate box)	<input type="checkbox"/> PREAPPLICATION <input checked="" type="checkbox"/> APPLICATION <input type="checkbox"/> NOTIFICATION OF INTENT (Opt.) <input type="checkbox"/> REPORT OF FEDERAL ACTION	a. NUMBER b. DATE Year month day 19	a. NUMBER b. DATE ASSIGNED Year month day 19	
4. LEGAL APPLICANT/RECIPIENT		5. FEDERAL EMPLOYER IDENTIFICATION NO.		
a. Applicant Name: Michigan Department of Natural Resources b. Organization Unit: Office of Budget & Federal Aid c. Street/P.O. Box: P. O. Box 30028 d. City: Lansing e. County: Ingham f. State: Michigan g. ZIP Code: 48909 h. Contact Person (Name & telephone No.): Bill Herceg (technical) 517-373-8401 Tim Trasky (fiscal) 517-373-1750		38-6000134		
7. TITLE AND DESCRIPTION OF APPLICANT'S PROJECT		6. PROGRAM		
North Bronson Industrial Area Remedial Investigation and Feasibility Study		a. NUMBER: 16   6   8   0   2 b. TITLE: Hazard Substance Response Trust Fund (Superfund)		
10. AREA OF PROJECT IMPACT (Names of cities, counties, states, etc.)		8. TYPE OF APPLICANT/RECIPIENT		
Bronson, Michigan Branch County		A - State B - Interstate C - Substate D - County E - City F - School District G - Special Purpose District H - Community Action Agency I - Higher Educational Institution J - Indian Tribe K - Other (Specify):		
11. ESTIMATED NUMBER OF PERSONS BENEFITING		9. TYPE OF ASSISTANCE		
5,000		A - Basic Grant B - Supplemental Grant C - Loan D - Insurance E - Other (Specify):		
13. PROPOSED FUNDING		12. TYPE OF APPLICATION		
a. FEDERAL \$ 750,000.00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ 750,000.00		A - New B - Renewal C - Revision D - Continuation E - Augmentation Enter appropriate letter: A		
14. CONGRESSIONAL DISTRICTS OF:		15. TYPE OF CHANGE (For 12 c or 12 e)		
a. APPLICANT: 6th b. PROJECT: 4th		A - Increase Dollars B - Decrease Dollars C - Increase Duration D - Decrease Duration E - Cancellation Enter appropriate letter(s):		
16. PROJECT START DATE Year month day		17. PROJECT DURATION		
19		24 Months		
18. ESTIMATED DATE TO BE SUBMITTED TO FEDERAL AGENCY		19. EXISTING FEDERAL IDENTIFICATION NUMBER		
1987 5 15				
20. FEDERAL AGENCY TO RECEIVE REQUEST (Name, City, State, ZIP code)		21. REMARKS ADDED		
U.S. EPA, Region V, Chicago, Illinois 60604		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
22. THE APPLICANT CERTIFIES THAT:		23. CERTIFYING REPRESENTATIVE		
a. To the best of my knowledge and belief, data in this preapplication/application are true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is approved. b. If required by OMB Circular A-95 this application was submitted, pursuant to instructions therein, to appropriate clearinghouses and all responses are attached: (1) (2) (3)		c. DATE SIGNED Year month day 1987 6		
24. AGENCY NAME		25. APPLICATION RECEIVED 19		
26. ORGANIZATIONAL UNIT		27. ADMINISTRATIVE OFFICE		
29. ADDRESS		28. FEDERAL APPLICATION IDENTIFICATION		
31. ACTION TAKEN		30. FEDERAL GRANT IDENTIFICATION		
<input type="checkbox"/> a. AWARDED <input type="checkbox"/> b. REJECTED <input type="checkbox"/> c. RETURNED FOR AMENDMENT <input type="checkbox"/> d. DEFERRED <input type="checkbox"/> e. WITHDRAWN		32. FUNDING a. FEDERAL \$ .00 b. APPLICANT .00 c. STATE .00 d. LOCAL .00 e. OTHER .00 f. TOTAL \$ .00		
33. ACTION DATE		34. STARTING DATE		
19		19		
35. CONTACT FOR ADDITIONAL INFORMATION (Name and telephone number)		36. ENDING DATE		
		19		
37. REMARKS ADDED		38. FEDERAL AGENCY A-95 ACTION		
<input type="checkbox"/> Yes <input type="checkbox"/> No		a. In taking above action, any comments received from clearinghouses were considered. If agency response is due under provisions of Part 1, OMB Circular A-95, it has been or is being made. b. FEDERAL AGENCY A-95 OFFICIAL (Name and telephone no.)		

424-102

STANDARD FORM 424 PAGE 1 (Rev. 4-77)  
Prescribed by OMB Circular 4-102

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**SECTION IV—REMARKS** *(Please reference the proper item number from Sections I, II or III, if applicable)*

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STANDARD FORM 434 PAGE 2 (Rev. 4-77)

## GENERAL INSTRUCTIONS

This is a multi-purpose standard form. First, it will be used by applicants as a required facesheet for pre-applications and applications submitted in accordance with OMB Circular A-102. Second, it will be used by Federal agencies to report to clearinghouses on major actions taken on applications reviewed by clearinghouses in accordance with OMB Circular A-95. Third, it will be used by Federal agencies to notify States of grants-in-aid awarded in accordance with Treasury Circular 1082. Fourth, it may be used, on an optional basis, as a notification of intent from applicants to clearinghouses, as an early initial notice that Federal assistance is to be applied for (clearinghouse procedures will govern).

## APPLICANT PROCEDURES FOR SECTION I

Applicant will complete all items in Section I. If an item is not applicable, write "NA". If additional space is needed, insert an asterisk "\*" and use the remarks section on the back of the form. An explanation follows for each item:

- | Item  | Item  |
|---|---|
| <p>1. Mark appropriate box. Pre-application and application guidance is in OMB Circular A-102 and Federal agency program instructions. Notification of intent guidance is in Circular A-95 and procedures from clearinghouse. Applicant will not use "Report of Federal Action" box.</p> <p>2a. Applicant's own control number, if desired.</p> <p>2b. Date Section I is prepared.</p> <p>3a. Number assigned by State clearinghouse, or if delegated by State, by areawide clearinghouse. All requests to Federal agencies must contain this identifier if the program is covered by Circular A-95 and required by applicable State/areawide clearinghouse procedures. If in doubt, consult your clearinghouse.</p> <p>3b. Date applicant notified of clearinghouse identifier.</p> <p>4a-4h. Legal name of applicant/recipient, name of primary organizational unit which will undertake the assistance activity, complete address of applicant, and name and telephone number of person who can provide further information about this request.</p> <p>5. Employer identification number of applicant as assigned by Internal Revenue Service.</p> <p>6a. Use Catalog of Federal Domestic Assistance number assigned to program under which assistance is requested. If more than one program (e.g., joint-funding) write "multiple" and explain in remarks. If unknown, cite Public Law or U.S. Code.</p> <p>6b. Program title from Federal Catalog. Abbreviate if necessary.</p> <p>7. Brief title and appropriate description of project. For notification of intent, continue in remarks section if necessary to convey proper description.</p> <p>8. Mostly self-explanatory. "City" includes town, township or other municipality.</p> <p>9. Check the type(s) of assistance requested. The definitions of the terms are:</p> <p style="margin-left: 20px;">A. Basic Grant. An original request for Federal funds. This would not include any contribution provided under a supplemental grant.</p> <p style="margin-left: 20px;">B. Supplemental Grant. A request to increase a basic grant in certain cases where the eligible applicant cannot supply the required matching share of the basic Federal program (e.g., grants awarded by the Appalachian Regional Commission to provide the applicant a matching share).</p> <p style="margin-left: 20px;">C. Loan. Self explanatory.</p> <p style="margin-left: 20px;">D. Insurance. Self explanatory.</p> <p style="margin-left: 20px;">E. Other. Explain on remarks page.</p> | <p>10. Governmental unit where significant and meaningful impact could be observed. List only largest unit or units affected, such as State, county, or city. If entire unit affected, list it rather than subunits.</p> <p>11. Estimated number of persons directly benefiting from project.</p> <p>12. Use appropriate code letter. Definitions are:</p> <p style="margin-left: 20px;">A. New. A submittal for the first time for a new project.</p> <p style="margin-left: 20px;">B. Renewal. An extension for an additional funding/budget period for a project having no projected completion date, but for which Federal support must be renewed each year.</p> <p style="margin-left: 20px;">C. Revision. A modification to project nature or scope which may result in funding change (increase or decrease).</p> <p style="margin-left: 20px;">D. Continuation. An extension for an additional funding/budget period for a project the agency initially agreed to fund for a definite number of years.</p> <p style="margin-left: 20px;">E. Augmentation. A requirement for additional funds for a project previously awarded funds in the same funding/budget period. Project nature and scope unchanged.</p> <p>13. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included, if the action is a change in dollar amount of an existing grant (a revision or augmentation), indicate only the amount of the change. For decreases enclose the amount in parentheses. If both basic and supplemental amounts are included, break out in remarks. For multiple program funding, use totals and show program breakouts in remarks. Item definitions: 13a. amount requested from Federal Government; 13b. amount applicant will contribute; 13c. amount from State, if applicant is not a State; 13d. amount from local government, if applicant is not a local government; 13e. amount from any other sources, explain in remarks.</p> <p>14a. Self explanatory.</p> <p>14b. The district(s) where most of actual work will be accomplished. If city-wide or State-wide, covering several districts, write "city-wide" or "State-wide."</p> <p>15. Complete only for revisions (item 12c), or augmentations (item 12e).</p> <p>16. Approximate date project expected to begin (usually associated with estimated date of availability of funding).</p> <p>17. Estimated number of months to complete project after Federal funds are available.</p> <p>18. Estimated date pre-application/application will be submitted to Federal agency if this project requires clearinghouse review. If review not required, this date would usually be same as date in item 2b.</p> |

- | Item |  | Item |   |
|------|--|------|---|
| 19.  | Existing Federal identification number if this is not a new request and directly relates to a previous Federal action. Otherwise write "NA". | 20.  | Indicate Federal agency to which this request is addressed. Street address not required, but do use ZIP         |
|      |  | 21   | Check appropriate box as to whether Section IV of form contains remarks and/or additional remarks are attached. |

### APPLICANT PROCEDURES FOR SECTION II

Applicants will always complete items 23a, 23b, and 23c. If cleanghouse review is required, item 22b must be fully completed. An explanation follows for each item:

- | Item |   | Item  |   |
|------|---|-------|---|
| 22b. | List cleanghouses to which submitted and show in appropriate blocks the status of their responses. For more than three cleanghouses, continue in remarks section. All written comments submitted by or through cleanghouses must be attached. | 23b.  | Self explanatory.   |
|      |   | 23c.  | Self explanatory  |
| 23a. | Name and title of authorized representative of legal applicant.   | Note: | Applicant completes only Sections I and II. Section III is completed by Federal agencies. |

### FEDERAL AGENCY PROCEDURES FOR SECTION III

If applicant-supplied information in Sections I and II needs no updating or adjustment to fit the final Federal action, the Federal agency will complete Section III only. An explanation for each item follows:

- | Item |   | Item |  |
|------|---|------|--|
| 24.  | Executive department or independent agency having program administration responsibility.  | 35.  | Name and telephone no. of agency person who can provide more information regarding this assistance.  |
| 25.  | Self explanatory.   | 36.  | Date after which funds will no longer be available.  |
| 26.  | Primary organizational unit below department level having direct program management responsibility.   | 37   | Check appropriate box as to whether Section IV of form contains Federal remarks and/or attachment of additional remarks.   |
| 27.  | Office directly monitoring the program.   | 38.  | For use with A-95 action notices only. Name and telephone of person who can assure that appropriate A-95 action has been taken—If same as person shown in item 35, write "same" if not applicable, write "NA". |
| 28.  | Use to identify non-award actions where Federal grant identifier in item 30 is not applicable or will not suffice   |      |  |
| 29.  | Complete address of administering office shown in item 28.  |      |  |
| 30.  | Use to identify award actions where different from Federal application identifier in item 28.   |      |  |
| 31.  | Self explanatory. Use remarks section to amplify where appropriate.   |      |  |
| 32.  | Amount to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions will be included. If the action is a change in dollar amount of an existing grant (a revision or augmentation), indicate only the amount of change. For decreases, enclose the amount in parentheses. If both basic and supplemental amounts are included, break out in remarks. For multiple program funding, use totals and show program breakouts in remarks. Item definitions: 32a, amount awarded by Federal Government; 32b, amount applicant will contribute; 32c, amount from State, if applicant is not a State; 32d, amount from local government if applicant is not a local government; 32e, amount from any other sources, explain in remarks. |      |  |
| 33.  | Date action was taken on this request.  |      |  |
| 34.  | Date funds will become available.   |      |  |

#### *Federal Agency Procedures—special considerations*

- A. *Treasury Circular 1082 compliance.* Federal agency will assure proper completion of Sections I and III. If Section I is being completed by Federal agency, all applicable items must be filled in. Addresses of State Information Reception Agencies (SCIRA's) are provided by Treasury Department to each agency. This form replaces SF 240, which will no longer be used.
- B. *OMB Circular A-95 compliance.* Federal agency will assure proper completion of Sections I, II, and III. This form is required for notifying all reviewing cleanghouses of major actions on all programs renewed under A-95. Addresses of State and areawide cleanghouses are provided by OMB to each agency. Substantive differences between applicant's request and/or cleanghouse recommendations, and the project as finally awarded will be explained in A-95 notifications to cleanghouses.
- C. *Special note.* In most, but not all States, the A-95 State cleanghouse and the (TC 1082) SCIRA are the same office. In such cases, the A-95 award notice to the State cleanghouse will fulfill the TC 1082 award notice requirement to the State SCIRA. Duplicate notification should be avoided.

PART II

PROJECT APPROVAL INFORMATION

<b>Item 1.</b> Does this assistance request State, local, regional, or other priority rating?  _____ Yes <input checked="" type="checkbox"/> No	Name of Governing Body _____ Priority Rating _____
<b>Item 2.</b> Does this assistance request require State, or local advisory, educational or health clearances?  _____ Yes <input checked="" type="checkbox"/> No	Name of Agency or Board _____ (Attach Documentation)
<b>Item 3.</b> Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?  <input checked="" type="checkbox"/> Yes _____ No	(Attach Comments)
<b>Item 4.</b> Does this assistance request require State, local, regional or other planning approval?  _____ Yes <input checked="" type="checkbox"/> No	Name of Approving Agency _____ Date _____
<b>Item 5.</b> Is the proposed project covered by an approved comprehensive plan?  _____ Yes <input checked="" type="checkbox"/> No	Check one: State <input type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of Plan _____
<b>Item 6.</b> Will the assistance requested serve a Federal installation?  _____ Yes <input checked="" type="checkbox"/> No	Name of Federal Installation _____ Federal Population benefiting from Project _____
<b>Item 7.</b> Will the assistance requested be on Federal land or installation?  _____ Yes <input checked="" type="checkbox"/> No	Name of Federal Installation _____ Location of Federal Land _____ Percent of Project _____
<b>Item 8.</b> Will the assistance requested have an impact or effect on the environment?  <input checked="" type="checkbox"/> Yes _____ No	See instructions for additional information to be provided.
<b>Item 9.</b> Has the project for which assistance is requested caused, since January 1, 1971, or will it cause, the displacement of any individual, family, business, or farm?  _____ Yes <input checked="" type="checkbox"/> No	Number of: Individuals _____ Families _____ Businesses _____ Farms _____
<b>Item 10.</b> Is there other related assistance on this project previous, pending, or anticipated?  _____ Yes <input checked="" type="checkbox"/> No	See instructions for additional information to be provided.
<b>Item 11.</b> Is project in a Designated Flood Hazard Area?  _____ Yes <input checked="" type="checkbox"/> No	

## INSTRUCTIONS

### PART II

Negative answers will not require an explanation unless the Federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions:

Item 1—Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2—Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval.

Item 3—Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4—Furnish the name of the approving agency and the approval date.

Item 5—Show whether the approved comprehensive plan is State, local or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6—Show the population residing or working on the Federal installation who will benefit from this project.

Item 7—Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8—Describe briefly the possible beneficial and harmful impact on the environment of the proposed project. If an adverse environmental impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data are needed.

Item 9—State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data are needed.

Item 10—Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and the amount of each project where there is related previous, pending or anticipated assistance. Use additional sheets, if needed.

Item 11—Flood Insurance—Check "Yes" if project or any nonexpendable property is to be located in a special flood hazard area designated by the Department of Housing and Urban Development. If the answer is "Yes" the grantee must purchase the required flood insurance if required pursuant to Item 7 of the General Instructions to this application.

**PART III—BUDGET INFORMATION**

**SECTION A—BUDGET SUMMARY**

GRANT PROGRAM, FUNCTION OR ACTIVITY (a)	FEDERAL CATALOG NO. (b)	ESTIMATED UNOBLIGATED FUNDS		NEW OR REVISED BUDGET		
		FEDERAL (c)	NON-FEDERAL (d)	FEDERAL (e)	NON-FEDERAL (f)	TOTAL (g)
1. CERCLA RI/FS	66.802	\$ 750,000	\$	\$	\$	\$ 750,000
2.						
3.						
4.						
5. TOTALS		\$	\$	\$	\$	\$

**SECTION B—SCHEDULE A BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				TOTAL (5)
	(1) RI/FS	(2)	(3)	(4)	
a. Personnel	\$ 85,631	\$	\$	\$	\$ 85,631
b. Fringe Benefits	26,717				26,717
c. Travel	16,475				16,475
d. Equipment	-0-				-0-
e. Supplies	5,000				5,000
f. Contractual	570,673				570,673
g. Construction	-0-				-0-
h. Other	25,000				25,000
i. Total Direct Charges	729,496				729,496
j. Indirect Charges	20,504				20,504
k. TOTALS	\$ 750,000	\$	\$	\$	\$ 750,000
7. Program Income	\$	\$	\$	\$	\$

SECTION 8 - SCHEDULE B - BUDGET CATEGORIES

6. Program Elements	FUNDING			(4) MAN- YEARS
	(1) FEDERAL	(2) NON-FEDERAL	(3) TOTAL	
a. CERCLA RI/FS	\$ 750,000	\$	\$ 750,000	2.0
b.				
c.				
d.				
e.				
f.				
g.				
h.				
i. Total Program Elements	\$ 750,000	\$	\$ 750,000	
j. STATE TOTAL	\$	\$	\$	



SECTION C--NON-FEDERAL RESOURCES				
(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$	\$	\$	\$
9.				
10.				
11.				
12. TOTALS	\$	\$	\$	\$

SECTION D--FORECASTED CASH NEEDS					
	TOTAL FOR 1st YEAR	1st QUARTER	2nd QUARTER	3rd QUARTER	4th QUARTER
13. Federal	\$ 570,000	\$ 130,000	\$ 280,000	\$ 60,000	\$ 100,000
14. Non-Federal					
15. TOTALS	\$ 570,000	\$ 130,000	\$ 280,000	\$ 60,000	\$ 100,000

SECTION E--BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$ 180,000	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$ 180,000	\$	\$	\$

SECTION F--OTHER BUDGET INFORMATION (Attach Additional Sheets If Necessary)	
21. Direct Charges:	
22. Indirect Charges:	SEE ATTACHED BUDGET DETAIL
23. Remarks:	

## INSTRUCTIONS

### PART III

#### General Instructions

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may not require a breakdown by function or activity. Sections A, B, C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B, C, and D should provide the budget for the first budget period (*usually a year*) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

#### Section A. Budget Summary Lines 1-4, Columns (a) and (b).

For applications pertaining to a *single* Federal grant program (*Federal Domestic Assistance Catalog number*) and *not requiring* a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For applications pertaining to a *single* program *requiring* budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in Column (b). For applications pertaining to *multiple* programs where *none* of the programs *require* a breakdown by function or activity, enter the catalog program title on each line in Column (a) and the respective catalog number on each line in Column (b).

For applications pertaining to *multiple* programs where one or more programs *require* a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

#### Lines 1-4, Columns (c) through (g).

*For new applications*, leave Columns (c) and (d) blank. For each line entry in Columns (a) and (b), enter in Columns (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (*usually a year*).

*For continuing grant program applications*, submit these forms before the end of each funding period as required by

the grantor agency. Enter in Columns (c) and (d) the estimated amounts of funds which will remain unobligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in Columns (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in Column (g) should be the sum of amounts in Columns (e) and (f).

*For supplemental grants and changes to existing grants*, do not use Columns (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in Column (f) the amount of the increase or decrease of non-Federal funds. In Column (g) enter the new total budgeted amount (Federal and non-Federal) which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in Columns (e) and (f). The amount(s) in Column (g) should *not* equal the sum of amounts in Columns (e) and (f).

Line 5—Show the totals for all columns used.

#### Section B. Schedule A—Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on Lines 1-4, Column (a), Section A. When additional sheets were prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-h—Show the estimated amount for each direct cost budget (*object class*) category for each column with program, function or activity heading.

Line 6i—Show the totals of Lines 6a to 6h in each column.

Line 6j—Show the amount of indirect cost. Refer to Office of Management and Budget Circular No. A-87.

Line 6k—Enter the total of amounts of Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in Column (5), Line 6k, should be the same as the total amount shown in Section A, Column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in Columns (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, Columns (e) and (f) on Line 5. When additional sheets were prepared, the last two sentences apply only to the first page with summary totals.

Line 7—Enter the estimated amount of income, if any, expected to be generated from this project. Do not add or subtract this amount from the total project amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the Federal grantor agency in determining the total amount of the grant.

## INSTRUCTIONS

### PART III (Continued)

#### Section B. Schedule B—Budget Categories

Lines 6a-h—For each program element fill in the total requirements for funds (*Federal, non-Federal, and total*) and manyears.

Line i—Show the totals of Lines 6a through h in each column.

Line j—Show the State totals. Total (*Program Elements*) and State total might not be equal due to expenses which are not classified under specific program elements.

#### Section C. Source of Non-Federal Resources

Lines 8-11—Enter amounts of non-Federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet. (See Attachment F, FMC 74-7.)

Column (a)—Enter the program titles identical to Column (a), Section A. A breakdown by function or activity is not necessary.

Column (b)—Enter the amount of cash and in-kind contributions to be made by the applicant as shown in Section A. (See also Attachment F, FMC 74-7.)

Column (c)—Enter the State contribution if the applicant is *not* a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d)—Enter the amount of cash and in-kind contributions to be made from all other sources.

Column (e)—Enter totals of Columns (b), (c), and (d).

Line 12—Enter the total for each of Columns (b)-(e). The amount in Column (e) should be equal to the amount on Line 5, Column (f), Section A.

#### Section D. Forecasted Cash Needs

Line 13—Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14—Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15—Enter the totals of amounts on Lines 13 and 14.

#### Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19—Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuing grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding periods (*usually in years*). This Section need not be completed for amendments, changes or supplements to funds for the current year of existing grants.

If more than four lines are needed to list the program titles submit additional schedules as necessary.

Line 20—Enter the total for each of the Columns (b)-(e). When additional schedules are prepared for this Section, annotate accordingly and show the overall totals on this line.

#### Section F. Other Budget Information

Line 21—Use this space to explain amounts for individual direct object cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22—Enter the type of indirect rate (*provisional, pre-determined, final or fixed*) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23—Provide any other explanations required herein or any other comments deemed necessary.

## PART V ASSURANCES

The Applicant hereby agrees and certifies that he will comply with the regulations, policies, guidelines, and requirements including OMB Circular No. A-95, A-102 and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also the Applicant agrees and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or nation origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement.
3. It will comply with Title VI of the Civil Rights Act of 1964 (42 USC 2000d) prohibiting employment discrimination where (1) the primary source of a grant is to provide employment or (2) discriminatory employment practices will result in unequal treatment of persons who are or should be benefiting from the grant-aided activity.
4. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.
5. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
6. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to employees of institutions of higher education, hospitals, other non-profit organizations, and to employees of State and local governments who are not employed in integral operations in areas of traditional governmental functions.
7. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
8. It will give the grantor agency and the Comptroller General through any authorized representative the access to and the right to examine all records, books, papers, or documents related to the grant.
9. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements.
10. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
11. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
12. It will comply with all applicable requirements of Section 13 of the Clean Water Act Amendments of 1972 (P.L. 92-500), if the grant is awarded under any grant authority of that Act, which provides that no person in the United States shall, on the ground of sex be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity under the said Clean Water Act Amendments for which the applicant receives financial assistance and will take all necessary measures to effectuate this agreement.

## ASSURANCES

The State makes the following additional assurances attached as items 1 through 27 of this application and with the intention that each assurance be incorporated into any subsequent cooperative agreement.

### 1. Procurement Standards

This Agreement is subject to the procurement standards of Title 40 of the Code of Federal Regulations Part 33.

### 2. Letter of Credit

In accepting this Cooperative Agreement, the recipient agrees to the following conditions for the letter of credit method of financing:

- a.) Cash drawdowns will occur only when needed for disbursements.
- b.) Timely reporting of cash disbursements and balances will be provided, as required by the EPA Letter of Credit Users Manual.
- c.) The same standards of timing and reporting will be imposed on secondary recipients, if any.
- d.) When a drawdown under the letter of credit occurs, the recipient will show on the voucher (Form TFCS-5805) the Cooperative Agreement number, the appropriate EPA account number, and the drawdown amount applicable to each site/activity account (see attached "Instructions for Using the Superfund Account Number Under Cooperative Agreements"). The eighth digit of the account number (see Item 39, page 1 of the Cooperative Agreement) is the code to the appropriate activity assignment:
  - J - Pre-Remedial Activities
  - L - Remedial Investigation/Feasibility Study
  - N - Remedial Design
  - R - Remedial Action
  - S - Operation and Maintenance.
- e.) When funds for a specific activity have been exhausted but the work under the activity has not been completed, the recipient may not draw down from another activity or site account without written permission from the EPA Award Official.
- f.) Funds remaining in an account after completion of an activity may be either returned to EPA or adjusted to another activity or site, at EPA's discretion.
- g.) When an activity is completed, the recipient will submit a Financial Status Report (Standard Form 269) within 90 days to the EPA Award Official.
- h.) Superfund recipients also must submit the SF 269 within 90 days after the close of each budget period. If the budget period is longer than one year the report must be submitted annually, based on the anniversary date of the award.

Failure on the part of the recipient to comply with the above conditions may cause the unobligated portions of the letter of credit to be revoked and the financing method changed to a reimbursable basis.

3. Prompt Payment Act Provisions

In accordance with section 2(d) of the Prompt Payment Act (PL 97-177), Federal funds may not be used by the recipient for the payment of interest penalties to contractors when bills are paid late, nor may interest penalties be used to satisfy cost-sharing requirements. Obligations to pay such interest penalties will not be obligations of the United States.

4. Lobbying

No portion of this award may be used for lobbying or propaganda purposes as prohibited by 18 USC section 1913 or by section 607 (a) of Public Law 96-74.

5. MBE/WBE

The recipient agrees to submit to the EPA Award Official a completed EPA Form 6005-1 within fifteen (15) days after the end of each Federal fiscal quarter. Reporting must continue for each Federal fiscal quarter thereafter until award of the last subagreement for the activities or tasks identified in the Cooperative Agreement. }

6. Fund Balancing

CERCLA section 104(c)(4) requires that CERCLA-funded actions provide a cost-effective response, balancing the need for protection of public health, welfare, and the environment against the availability of amounts from the fund to respond at other sites. If the State requests additional fund-financed response at the site, EPA will evaluate the request against available fund monies to determine whether it is appropriate. This Cooperative Agreement does not commit EPA to future funding for response actions at the site.

7. NCP

All activities conducted under this Cooperative Agreement shall be consistent with the National Contingency Plan (NCP), 40 CFR Part 300. Remedial alternatives developed as part of any remedial investigation and feasibility study funded under this Agreement will be identified, evaluated, and ultimately categorized as source control or management of migration measures based upon the factors established in section 300.68(e) of the NCP.

8. Project Reviews

The EPA Remedial Project Manager or his/her designee will conduct periodic reviews and visits to evaluate project activities to assure compliance with applicable EPA requirements and regulations. The State Project Officer agrees to ensure that schedules and reporting

requirements are met or that any changes are agreed to by EPA. All State-proposed modifications to schedules or activities will be reported to the EPA Cooperative Agreement Project Officer for review and concurrence. The EPA Cooperative Agreement Project Officer agrees to notify the State Project Officer of schedule changes resulting from EPA enforcement activities.

9. Site Access and Permits

The State assures that it will assume the responsibility for undertaking formal or informal actions necessary to satisfy all Federal, State, and local requirements, including permits and approvals, necessary for implementing activities addressed in this Cooperative Agreement. The State assures that it will assume responsibility for undertaking formal or informal actions necessary to provide access to the site as well as all rights-of-way and easements necessary to complete the response actions. The State will provide for access to EPA employees and contractors at all reasonable times. The State may not approve any compensation to property owners without EPA approval.

10. Community Relations

The State and EPA agree that community relations activities at the site will be conducted in accordance with the community relations plan contained in the State's application. In implementing its plan, the State agrees to comply with all relevant EPA policy and guidance on community relations programs and procedures.

11. Site Safety Plan

A final safety plan shall be prepared for field activities performed at this site and shall be submitted to the EPA Cooperative Agreement Project Officer for review prior to implementation. The plan shall be consistent with the requirements of the National Contingency Plan and applicable Federal and State safety standards and guidance. Each subagreement awarded under this Agreement must contain a condition that requires contractors and subcontractors to comply with the approved safety plan and all relevant Federal health and safety standards. No field work at a site shall occur until a safety plan for that site has been reviewed by EPA, for consistency with EPA requirements, and the State and is finalized.

12. Access to Site Files and Confidentiality

At U.S. EPA's request, the State shall make available any information in its possession concerning the site, pursuant to State law. If said information was submitted by the State under a claim of confidentiality, said information shall be treated in accordance with 40 CFR Part 2. Absent such a claim, U.S. EPA may make said information available to the public without further notice. At the State's request and in accordance with Federal law, U.S. EPA agrees to share information and reports developed as part of its responsibilities under this Contract. The State agrees not to release any information which the U.S. EPA requests be withheld. In making such a request, the U.S. EPA shall identify the basis on which such information is exempt from disclosure under the Federal Freedom of Information Act. Moreover, the U.S. EPA

agrees to provide the State with reasonable and necessary support (e.g. witnesses or affidavits) that the State may need to defend against a challenge to the withholding of such information.

13. Reporting

The State agrees to submit progress reports to the EPA Cooperative Agreement Project Officer within thirty (30) days of the end of each Federal fiscal quarter. These reports shall include a summary of: estimated expenditures by object class for each activity; both to date and since the previous report; estimates (percentages) of work elements completed for each activity, including a description of the basis for the estimates; estimated variances (cost and time) expected at project completion; and any significant findings, problems encountered, schedule compliance (including justification for non-compliance) and any additional funding needs.

14. Submission of Technical and Procurement Documents

The State agrees to submit all plans, reports, specifications, and/or recommendations to the EPA Cooperative Agreement Project Officer for review and concurrence, prior to issuance or implementation, to ensure technical adequacy and consistency with the scope of work of this Agreement. Final subagreement project assignments and work plans and subagreement project assignment modifications shall be submitted to the EPA Cooperative Agreement Project Officer prior to issuance for review to ensure compliance with the terms of this Agreement.

15. CERCLA Health-Related Activities

The State agrees that no human subject testing or health effects analyses may be funded under this Agreement. Any CERCLA health-related activities must be coordinated with the United States Department of Health and Human Services, pursuant to sections 104(b) and 104(i) of CERCLA.

16. Exclusion of Third Party Benefits

This Agreement is intended to benefit only the State and EPA. It extends no benefit or rights to any party not a signatory to this Agreement. In addition, EPA does not assume any liability to third parties with respect to losses due to bodily injury or property damages that exceed the limitations contained in the provisions of 28 U.S.C. sections 1346(b), 2671-2680. To the extent permitted by State law, the State does not assume liability to any third parties with respect to losses due to bodily injury or property damage.

17. Responsible Party Activities

If, during the period of performance for this Agreement, responsible parties agree to perform, or to pay for the performance of, any work elements included in the statement of work (SOW) for this Agreement, EPA and the State agree to negotiate jointly any necessary modifications to this Agreement. If appropriate, this Agreement may be amended to adjust the State's letter of credit and the project SOW accordingly.



18. Contractor Conflict of Interest

EPA has determined that participation in a response action at a site by a contractor that is a potentially responsible party (PRP) or works for a PRP at the site could create an organizational conflict of interest (i.e., the contractor would be placed in a position where its interests would conflict with its ability to perform the work properly or would otherwise adversely affect State or Federal enforcement action). Therefore, the State shall require each bidder or offeror on any subagreement funded under this Cooperative Agreement to provide, with its bid or proposal: (1) information on its status and the status of parent companies, subsidiaries, affiliates, subcontractors, and current clients as PRPs at the site; (2) certification that, to the best of its knowledge and belief, it has disclosed such information or no such information exists; and (3) a statement that it immediately shall disclose any such information discovered after submission of its bid or proposal or after award. The State shall evaluate such information and shall exclude any bidder or offeror's conflict of interest is significant and cannot be avoided or otherwise resolved.

19. Subagreement Conflict of Interest and Technical Support for Enforcement Activities

The State shall include the following, or equivalent, clauses in each subagreement for services or construction awarded under this Cooperative Agreement:

1. The contractor shall not provide data generated or otherwise obtained in the performance of its responsibilities under this contract to any party other than State and Federal agencies and their authorized agents.
2. The contractor shall not accept employment from any party other than State or Federal agencies for work directly related to the site(s) covered under this contract for a period of three years from termination of the contract, or until any litigation related to the site(s) is completed, whichever is longer, unless it has received a written release from this restriction from the contracting State agency, including an EPA concurrence.
3. The contractor, upon request, shall provide witnesses and documentation of activities performed and costs incurred under this contract to State and Federal agencies during the period of performance and for three years from termination of the contract, or until any litigation related to the site(s) is completed, whichever is longer. The contractor shall be entitled to reasonable compensation for any such activities performed.

20. Emergency Response Actions During a Remedial Project

Any emergency response activities conducted pursuant to the National Contingency Plan, 40 CFR section 300.65, shall not be restricted by the terms of this Agreement. EPA and the State may jointly suspend or modify the remedial activities in the SOW of this Agreement during and subsequent to necessary emergency response actions.

21. Negation of Agency Relationship

Nothing contained in this Agreement shall be construed to create, either expressly or by implication, the relationship of agency between EPA and the State. Any standards, procedures, or protocols prescribed in this Agreement to be followed by the State during the performance of its obligations under this Agreement are to assure the quality of the final product of the actions contemplated by this Agreement, and do not constitute a right to control the actions of the State. EPA (including its employees and contractors) is not authorized to represent or act on behalf of the State in any matter relating to this Agreement, and the State (including its employees and contractors) is not authorized to represent or act on behalf of EPA in any matter related to this Agreement. Neither EPA nor the State shall be liable for the contracts, acts, errors, or omissions of the agents, employees, or contractors of the other party entered into, committed, or performed with respect to or in the performance of, this Agreement.

22. Notice of Intent to Settle or Initiate Proceedings

EPA and the State agree that, with respect to the claims that each may be entitled to assert against any third person (herein called the "responsible party," whether one or more) for reimbursement of any services, materials, monies, or other thing of value expended by EPA or the State for response activity at the site(s) described herein, neither EPA nor the State will enter into a settlement with, or initiate a judicial or administrative proceeding against, a responsible party for the recovery of such sums except after having given notice in writing to the other party to this Agreement not less than thirty (30) days in advance of the date of the proposed settlement or commencement of the proposed judicial or administrative proceedings. Neither party to this Agreement shall attempt to negotiate for nor collect reimbursement of any response costs on behalf of the other party, and authority to do so is hereby expressly negated and denied.

23. Cooperation and Coordination in Cost Recovery Efforts

EPA and the State agree that they will cooperate and coordinate in efforts to recover their respective costs of response actions taken at the site described herein, including the negotiation of settlement and the filing and management of any judicial actions against potential third parties. This shall include coordination in the use of evidence and witnesses available to each in the preparation and presentation of any cost recovery action, excepting any documents or information which may be confidential under the provisions of any applicable State or Federal law or regulation.

24. Judicial Action in U.S. District Court

EPA and the State agree that judicial action taken by either party against a potentially responsible party pursuant to CERCLA for recovery of any sums expended in response actions at the site described herein shall be filed in the United States District Court for the judicial district in which the site described in this Agreement is located, or in such other judicial district of the United States District Court as may be authorized by section 113 of CERCLA, and agreed to in writing by the parties of this Agreement.

25. Litigation Under CERCLA Sections 106 and 107

The award of this Agreement does not constitute a waiver of EPA's right to bring an action against any person or persons for liability under sections 106 or 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), or any other statutory provision or common law.

26. Finding of No Significant Threat

If, after the completion of the remedial investigation as described in the SOW for this Agreement, it is determined that conditions at the site described herein pose no significant threat to public health, welfare, or the environment, EPA and the State agree to negotiate any necessary modifications to this Agreement. At that time, this Agreement shall be amended to revise the project SOW and, if necessary, the State's letter of credit will be adjusted accordingly.

27. RI/FS SOW

In conducting the RI/FS funded by this Agreement, the State agrees to comply with the manuals Guidance on Remedial Investigations Under CERCLA and Guidance on Feasibility Studies Under CERCLA, OFRR, June 1985.

BUDGET DETAIL  
NORTH BRONSON INDUSTRIAL AREA PROJECT  
BRANCH COUNTY, MICHIGAN

REMEDIAL INVESTIGATION/FEASIBILITY STUDY  
CAA INFORMATION

<u>Personnel</u>			<u>\$ 85,631</u>
<u>Approximate FTE (2 years)</u>	<u>Class &amp; Level</u>	<u>Salary/Year</u>	<u>Cost (2 years)</u>
0.375	Geologist VI	\$33,492	\$ 25,119
0.04	Laboratory Scientist VII	36,498	2,920
0.375	Environmental Quality Analyst VI	33,492	25,119
0.03	Environmental Engineer VI	35,767	2,146
0.02	Water Quality Technician IV	26,852	1,074
0.125	Secretary IV	23,782	5,946
0.02	Student Aide IV	18,658	746
0.10	Aquatic Biologist VI	33,492	6,698
0.01	Environmental Quality Manager IX	43,200	864
	Overtime @ \$25/hour x 600 hours		15,000

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<u>Fringes</u>	<u>\$ 26,717</u>
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Based on a rate of 31.2% of salaries and wages. Comprised of  
10.69% for insurance and 20.51% for retirement and FICA.

\*\*\*\*\*

<u>Travel</u>	<u>\$ 16,475</u>
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105 trips to North Bronson site and vicinity @ \$58/trip (.29/mile)	6,090
220 lunches @ \$5.50	1,210
55 dinners @ \$11.75	646
55 breakfasts @ \$4.50	248
18 overnight trips for 2 people @ \$60 each	1,080
3 roundtrip air trips to Chicago for 3 people @ \$400 each	3,600
3 roundtrip air trips to Madison, Wisconsin, for 3 people @ \$400 each	3,600

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<u>Equipment</u>	-0-
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<u>Supplies</u>	<u>\$ 5,000</u>
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tyveks, saranacs, respirator cartridges, duct tape, oxygen,  
one engineering/map cabinet, trailer supplies (mops, brooms,  
wastebaskets, etc.)

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BUDGET DETAIL  
NORTH BRONSON INDUSTRIAL AREA PROJECT  
BRANCH COUNTY, MICHIGAN

REMEDIAL INVESTIGATION/FEASIBILITY STUDY  
CAA INFORMATION  
(page 2)

Contractual \$570,673

See Attachment A for detail.

\*\*\*\*\*

Other (includes community relations costs) \$ 25,000

telephone, electricity, heat, MDNR analysis, mailings/postage,  
ads in papers for public meetings, dumpster, coolers, porta-  
john, photo develop./reprod., hall rentals, photocopying costs  
(In accordance with OMB Circular A-87, \$900 is budgeted for  
audit cost based upon the rate of .12% of total costs as nego-  
tiated with the U.S. Department of the Interior.)

\*\*\*\*\*

Indirect Costs \$ 20,504

For budget purposes, the Fiscal Year 1986-87 rate of 18.25%  
of salaries and fringes is used.

\*\*\*\*\*

TOTAL COSTS \$750,000

NORTH BRONSON INDUSTRIAL AREA

ATTACHMENT A

RI/FS  
(Contractual)

<u>Tasks</u>	<u>Total</u>
Quality Assurance Project Plan	15,000
Sampling Plan	4,000
Health and Safety Plan	4,000
Data Management Plan	4,000
Site Investigation	
Aerial Survey/Facility Survey	17,000
Sediments/Surface Water	7,000
Existing Well Sampling	20,000
Geophysical Survey	10,000
Groundwater Sampling	50,000
Waste Characterization	33,173
Well Drilling	127,000
Technical Memo	22,000
Treatability Study	35,000
Community Relations Support	2,000
RI Report	40,000
RI Project Management	50,000
Feasibility Study	
Proposed Response	7,000
Risk Assessment	23,000
Preliminary Remedial Technologies	6,000
Develop Alternatives	16,000
Initial Screen of Alternatives	7,000
Analyze Alternatives	12,000
Alternative Array	5,000
Evaluate Cost-Effective Alternative	6,500
Draft FS Report	21,000
Final FS Report	7,000
FS Project Management	20,000
TOTAL RI/FS CONTRACTUAL	<u>\$570,673</u>
MDNR COSTS RI/FS	<u>\$179,327</u>
TOTAL PROJECT COST	<u><u>\$750,000</u></u>

NORTH BRONSON INDUSTRIAL AREA  
SITE NARRATIVE AND INVESTIGATION OBJECTIVES

Site Background

The North Bronson Industrial Area site is located in southern Michigan, within the northern portion and adjacent to the city of Bronson, Branch County, Michigan. The site is located in the NE 1/4 of Section 11, Township 7 South, Range 8 West and the NW 1/4 of Section 12, Township 7 South, Range 8 West.

A number of isolated studies have been conducted by and for the Michigan Department of Natural Resources (MDNR) between 1975 and 1982. In June 1984, the North Bronson Industrial Area site received a hazard ranking score by the United States Environmental Protection Agency (U.S. EPA). In June 1986, the site became listed on the National Priorities List for investigation and potential remediation under the Comprehensive Environmental Response and Liability Act (CERCLA).

The "old" waste disposal lagoons, located northwest of Bronson's wastewater treatment plant, were constructed in approximately 1939 by the city of Bronson. These lagoons served the plating industries located in Bronson. During the 10-year period from 1939 to 1949, the lagoons received untreated plating wastes containing cyanide, nickel, copper, silver, zinc and cadmium. In 1949, these discharges reportedly exceeded the capacity of the lagoons. This resulted in apparent discharges of overflow plating wastes to County Drain #30.

In 1949, as a result of increased demand for disposal capacity, the city of Bronson constructed a second set of lagoons. These "new" lagoons are located approximately

1500 feet east of the old lagoons. The Bronson Plating Company purchased the "new" lagoons in 1970 and is the current owner of the "new" lagoons. Disposal operations ceased at both seepage lagoon sites in 1981; however, the "new" lagoons still contain an estimated 3000 to 5000 cubic yards of waste materials. The volume of waste materials remaining in the old lagoons is unknown.

Results of previous investigations of groundwater, surface water, sediments, and soils have shown elevated concentrations of heavy metals in the shallow aquifer system and County Drain #30. Samples taken in 1981 from existing groundwater monitoring wells (BP1-BP4) have shown detectable levels of trichloroethylene (TCE), chloroform and heavy metals. Six monitoring wells were installed in 1978 near the old lagoons. The exact locations of these wells are not available; however, sampling results from 1979 showed detectable levels of TCE and heavy metals. In addition, elevated concentrations of polychlorinated biphenyls (PCBs) were detected in sediment samples from County Drain #30 at two locations downstream of the "old" lagoons.

In 1974, detectable concentrations of acetone and methyl ethyl ketone (5 mg/l) were found in a residential well owned by James Blaskie located approximately 300 feet north of Mills Street and 300 feet west of the access road to the city's wastewater treatment plant. During that time, construction dewatering wells were being used at the Bronson Wastewater Treatment Plant located 500 feet to the northeast of the residential well. Elevated concentrations of acetone and methyl ethyl ketone (1 mg/l) were found in the dewatering wells also. Bronson Specialities (former Fiberglass Division) was identified as a potential source; however, this was not investigated further. The private well was abandoned and the residence was connected to the city water supply system.



At present, no additional remedial measures have been initiated to alleviate problems in the North Bronson Industrial Area regarding the waste disposal lagoons or the contaminants which affected the Blaskie well.

In the fall of 1985, the Douglas Components Corporation reported an oil leakage from a chip shed located at the facility on Mills Street. Four groundwater monitoring wells (DC1-DC4) were installed in the fall of 1986 to monitor the situation. Construction of a replacement chip shed is underway. Remedial work for oil recovery is planned to be conducted by the facility; however, the work has not been initiated yet. This contamination incident was considered separate and independent of the North Bronson Industrial Area site in that it does not involve the seepage lagoons or historical problems. Wells associated with this facility will be located in the field and used for water level measurements at a minimum, if accessible.

#### Topography and Hydrology

The site is at an elevation of approximately 910 feet above mean sea level and is relatively level. However, some minor topographic variations occur at the site, such as the depressions occupied by County Drain #30. Maximum topographic relief at the site is approximately 10 feet.

County Drain #30 flows along the northern boundary of the site and is the major surface water feature associated with the site. North of the drain is a gently sloping terminal moraine (approximate slope of 0.01 toward the drain). County Drain #30 flows into Swan Creek approximately 1.5 miles downstream of the site. Swan Creek is a tributary to the St. Joseph River. The drain runs into a ditch which is approximately five to six feet deep. Normal water depth in the drain is generally one foot. A water quality survey by MDNR in May 1981 indicated that the

ten year, seven day low flow of County Drain #30 upstream of the Bronson Wastewater Treatment Plant discharge location is 0.0 cfs.

### Geology

The North Bronson Industrial Area site is located in an area underlain by glacial outwash. This area is characterized by low topographic relief. Quaternary deposits in this part of the state are approximately 150 feet in thickness. A prominent northeast-southwest trending terminal moraine is located to the north of the site. The terminal moraine is composed of poorly sorted sand, silt and clay. The area surficial material consists of clay till sands to a depth of three to five feet underlain by approximately 35 feet (5-40 feet below ground surface) of a fine to coarse sand and gravel layer, 50 feet (40-90 feet below ground surface) of a silt and clay layer and 50 feet (90-140 feet below ground surface) of a sand and gravel layer. Information regarding subsurface materials in the immediate area around the new lagoons was obtained from boring logs for Bronson Plating monitoring wells.

The site quaternary deposits are underlain by the Coldwater Shale bedrock formation at a depth of approximately 150 feet. The Coldwater Shale is a blue-gray to green shale with sandstone and limestone lenses and is approximately 500-700 feet thick in this region.

### Hydrogeology

Subsurface deposits consist of two sand and gravel aquifers separated by a low permeability aquitard based on the limited hydrogeologic information for the area. The depth to water table at the site ranges from three to nine feet. .

Keck Consultants, Inc. (1981) report that groundwater in the shallow glacial aquifer at the site flows northward toward County Drain #30. Information on vertical and horizontal hydraulic gradients is not available, and little is known regarding groundwater flow in the lower aquifer in the immediate vicinity of the site.

The majority of the residents in the area of the site are connected to the city of Bronson water supply system. Six residences have private wells and are located within or close to the boundaries of the site.

In October 1984, four residential wells were sampled and tested by the Michigan Department of Public Health (MDPH) for bacteria, VOCs, cyanide and metals. Results showed no detectable levels of these parameters. These wells were in use at that time and it is assumed that they are still in use. One well has not been used as a potable supply since 1974.

The city of Bronson water supply system consists of three wells. The two primary supply wells (#4 and #5) are located approximately 4000 to 5000 feet east of the site and are screened in the upper aquifer. The third well (#3) is a backup well located approximately 1000 feet southeast of the site and is screened in the lower (second) aquifer. Well #3 is rarely used. No information is available regarding industrial wells in the area.

#### Socioeconomic

The North Bronson Industrial site is a mixed industrial and residential area. The city of Bronson has a population of approximately 2300, mainly concentrated

in areas south of the Central Railroad line. From a 1978 aerial photo and 1960 USGS topographic map, it is estimated that approximately 15 private residences are located in the area north of the Central Railroad line east of Albers Road, south of County Drain #30 and west of Washington Street. The area north of the site is mainly rural.

Existing industries in the area include:

- \* Bronson Paint Co.
- \* Bronson Specialties, Inc. (Plastics)
- \* Bronson Products (Div. of Bronson Specialties)
- \* Douglas Components Corp. (Motor Vehicle Parts)
- \* Scott and Fetzer - Douglas Division Plant #1
- \* Geiger, H.G. Mfg. Co., Inc. (Screw Machine Products)
- \* Putnam Mfg. Co., Inc. (Screw Machine Products)
- \* Anderson Farm Service (Fertilizer, Feed)

The following industrial facilities were known to exist in the area but are no longer operating:

- \* L.A. Darling Co.
- \* Cyanide Treatment Facility (Associated with Scott and Fetzer Plant #1)

Other facilities located in the area include the Wastewater Treatment Plant, owned by the city of Bronson and located 300 feet south of County Drain #30, and the Branch County Road Commission and the city of Bronson's Department of Public Works facilities located on Industrial Avenue.

A draft RI/FS Work Plan was prepared for the Potentially Responsible Parties (PRPs) by Geraghty and Miller, dated August 1, 1986, and submitted to MDNR. A redraft was submitted August 24, 1986. There have been no further activities by the PRPs.

#### Previous Remedial Actions

The only remedial action taken at the site has been the dredging of a 1600 foot section of County Drain #30. IN January 1985, the MDNR issued a Final Order of Abatement to Bronson Plating to cleanup a section of the drain at and directly downgradient of the plating facility. Cleanup of the drain involved diversion of normal flow in the drain, lowering the groundwater table, dewatering and excavating the sediments and transporting them to an approved disposal site. The project was completed in October 1985, and a summary of the excavation procedures that were used was submitted to MDNR in December 1985. The effectiveness of this remedial work has not been investigated or documented.

Plans for cleanup of oil leakage from a chip shed located on the Douglas Components property are schedule for 1987. This area is within the North Bronson Industrial Area; however, it is considered a separate site. Cleanup action will be taken by Douglas Components.

#### Current Status

In the seven year period from 1975 to 1982, several isolated studies were conducted. These investigations were conducted to evaluate sludges in the lagoons, sediments and surface water in County Drain #30, and groundwater at the site. Investigations performed at the site to date are as follows:

1978 - McNamee, Porter and Seely Inc. Hydrogeological Investigation of the old lagoon area.

1979 - MDNR Water Quality Study of County Drain #30.

1980 - MDNR study of sediments and fish in County Drain #30 and Swan Creek.

1981 - Keck & Associates Hydrogeologic Study of the new lagoon area.

1982 - SNELL Environmental Group new lagoon sludge sampling program.

1984 - EPA Site Inspection at the Bronson Plating Company facility by Ecology and Environment.

1985 - County Drain #30 sediment removal and sampling conducted by Bronson Plating Co.

1985 - Lagoon Sludge Sampling Program conducted by Bronson Plating Co.

Waste materials and sludges remaining in the new lagoons were sampled for heavy metals in 1982 and 1985. Sludges remaining in the old lagoons have not been sampled. Results showed highly elevated levels of cadmium, total chromium, nickel, zinc, lead, and copper. Total solids were in the range of 75-80 percent.

A limited number of groundwater samples have been taken from wells located by both the old and new lagoons. The locations of the six monitoring wells at the

old lagoons was not available; however, sampling results from March 6, 1979, for heavy metals and TCE were reported by the Scott and Fetzer Company. Concentrations of total chromium ranged from 46 ug/l to 430 ug/l, total copper from 17 to 110 ug/l, total iron from 1800 to 13,000 ug/l, total nickel from 220 to 1100 ug/l, total lead from 11 to 43 ug/l and total zinc from 3000 to 20,000 ug/l. A TCE concentration of 190 ug/l was reported for one well.

Groundwater samples were taken in 1981 from seven wells at four locations near the "new" lagoons. These wells are owned by Bronson Plating Company and the results reported by Keck Consultants, Inc., are summarized in the next paragraph. All monitoring wells showed elevated levels of copper lead, nickel and total chromium with the exception of deep wells 1D and 2D. Shallow well 1S located upgradient of the lagoons showed higher metals concentrations than any of the downgradient wells. The reason for this was not investigated further.

Ideally, an assessment of trends in concentration of a contaminant, at a single location can provide insight into plume location and migration. However, because of the limited amount of available groundwater data, assessment of trends at one location over several sampling intervals is not possible at this time.

Surface water and sediment samples were collected from County Drain #30 in 1979 by MDNR. Results reported by MDNR for selected parameters showed elevated levels of cyanide (.001 - .023 ppm), hexavalent chromium (1-8 ppb), total chromium (5-13 ppb), total copper (3-100 ppb), total nickel (5-260 ppb), total zinc (4-35 ppb), and TCE (5-22 ppb) at five surface water sample locations above and below Bronson Plating Company. Results from sediment samples taken at the same five locations showed elevated levels of the same elements with the addition of lead (20-470 ppm) and PCB-1242 (7800-9600 ppb), PCB-1254 (2500-5100 ppb). Both PCB results are from locations below the "old" lagoons and downstream of the Bronson storm sewer outfall.

A complete assessment of existing conditions within County Drain #30 is not possible due to limited data available from the one sampling period in 1979-80. At that time, elevated concentrations of PCBs in the sediments (ranging from 5100 to 9660 ug/l) were detected directly downstream of the old lagoons. Heavy metals concentrations were highest downstream of the "new" lagoons.

### Purpose

The purpose of the Remedial Investigation (RI) is to examine the nature and extent of environmental contamination in the site area. A variety of field activities have been proposed for this purpose. The RI will be conducted in two phases. The emphasis of Phase I activities will be to establish groundwater and surface water quality conditions and characteristics of potential contaminants sources on-site. Phase II activities will consist of supplemental work identified at the completion of the Phase I investigation and the Preliminary Remedial Technology Assessment of the Feasibility Study (FS). Both phases of the RI will be conducted in such a fashion as to gather data to support the FS. During the FS, alternatives will be developed and evaluated for remedial work at the site.

### Objectives

The primary objectives of the RI/FS are to:

- \* Determine the extent of contamination to the upper aquifer in the vicinity of two sets of seepage lagoons and evaluate the general groundwater quality in the North Bronson Industrial Area.



- \* Evaluate the nature and extent of environmental contamination in County Drain #30, which discharges to Swan Creek, a tributary to the St. Joseph River.
  
- \* Develop and evaluate remedial measures for alleviating the environmental contamination in the site area.

## PLANS AND MANAGEMENT

### DEVELOPMENT OF PROJECT PLANS

This task addresses the various planning documents necessary for the performance of the Remedial Investigation. These plans will function as working documents which provide structure to the identified work tasks, while also allowing for necessary changes as required. All plans, as listed below, will be approved by MDNR and the U.S. Environmental Protection Agency (U.S. EPA).

- \* Work Plan
- \* Quality Assurance Protection Plan
- \* Sampling Plan
- \* Health and Safety Plan
- \* Data Management Plan

#### Work Plan

The Work Plan describes the various work tasks to be performed during the RI/FS project. The Work Plan will be developed based on information obtained through review of existing data (as referenced in Task 1 above), discussions with MDNR staff, and the site visit.

#### Quality Assurance Project Plan

A Quality Assurance Project Plan (QAPP) will be developed for all field sampling and analytical activities, laboratory analytical work, and data handling aspects of the Remedial Investigation. The QAPP will be consistent

with the U.S. EPA Region V guidance document Preparation of State-Lead Remedial Investigations Quality Assurance Project Plans for Region V, April 4, 1984, and will address the following considerations:

- \* Project description;
- \* Project Quality Assurance (QA) organization and responsibility;
- \* QA objectives for measurement data in terms of precision, accuracy, completeness, representativeness, and comparability;
- \* Sampling objectives and procedures;
- \* Sampling custody;
- \* Calibration procedures, references, and frequency;
- \* Analytical procedures and methods;
- \* Data reduction, validation and reporting;
- \* Internal QC checks and frequency
- \* QA performance audits, system audits, and frequency;
- \* QA reports to management;
- \* Preventive maintenance procedures and schedules;
- \* Specific procedures to be used to assess data precision representativeness, comparability, accuracy, and completeness;
- \* Corrective action.

#### Sampling Plan

The Sampling Plan is an integral part of the QAPP, and will be included in that document. The Sampling Plan will address the following sampling factors:

- \* Sample site selection
- \* Specific sampling procedures

- \* Sampling program operation (types, parameters, frequencies)
- \* Specific collection and packaging materials
- \* Special conditions for preparation of materials
- \* Sample preservation methods and times
- \* Shipping considerations
- \* Chain-of-custody procedures
- \* Sample documentation

#### Health and Safety Plan

A Health and Safety Plan will be developed to address hazards that investigative activities may present to the investigation team and the surrounding community. The plan will address all applicable regulatory requirements and detail personnel responsibilities, protective equipment, procedures and protocols, decontamination, training, and medical surveillance. Problems or hazards that may be encountered, and their solutions, will be identified. Procedures for protection of third parties, such as visitors or surrounding community, will also be provided. The plan will be consistent with the following documents, and address site-specific conditions:

- \* Section III(c)(6) of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980)
- \* U.S. EPA Order 1440.2 - Respiratory Protection
- \* U.S. EPA Order 1440.3 - Health and Safety Requirements for Employees Engaged in Field Activities
- \* U.S. EPA Occupational Health and Safety Manual
- \* U.S. EPA Standard Operating Safety Procedures
- \* Michigan Occupational Health and Safety Administration

### Data Management Plan

A Data Management Plan will be developed and implemented to document and track investigation data and results. This plan will identify and set up laboratory and data documentation materials and procedures, project file requirements, and project-related progress. The Data Management Plan will be used to designate sample types, locations, and numbers. Its organization will allow the tracking of samples from collection through analysis, and establish quality assurance procedures to provide a complete documentation package.

### Community Relations Plan

See Attachment B

### Site Map

A site map will be prepared showing all wetlands, floodplains, water features, drainage patterns, tanks, buildings, utilities, paved areas, easements, rights-of-way and other features. The site map and all topographical surveys will be of sufficient detail and accuracy to locate and report all existing and future work performed at the site.

Potential areas of concern include, but are not limited to, soils and subsoils adjacent to the waste disposal lagoons which may have been impacted by spills, lagoon overflows, or seepage from the lagoons; sediments from County Drain #30 and Swan Creek; subsoils affected by past sewer line breaks and/or leaks, and the plant facilities themselves.

#### SURFACE WATER

A program will be conducted to determine the extent of contamination of County Drain #30 and Swan Creek. This process may overlap with the soils and sediments investigation; data from stream sediments sampled may be relevant to surface water quality. A survey of existing data on surface water flow quantity and quality will be a useful first step, particularly information on local background levels, location and frequency of samples, sampling techniques, and method of analysis. All field-related activities shall be in accordance with the QAPP and Sampling Plan.

#### GROUNDWATER

A program will be conducted to determine the present extent of groundwater contamination. Efforts should begin with a survey of previous hydrogeologic studies and other existing data. The survey should address the degree of hazard, the mobility of pollutants considered (from Waste Characterization), the soils' attenuation capacity and mechanisms, discharge/recharge areas, regional flow directions and quality, and effects of any pumping alternatives that are developed, if applicable. The potential influence of County Drain #30 on groundwater characteristics should also be examined. Supplemental information may be available from the USGS, the Soil Conservation Service, and local well drillers.

Based on the review of available background information, a groundwater monitoring program via drilling and installation and sampling of monitoring wells shall be instituted. The installation of skewed wells adjacent to the lagoons should be considered for monitoring the groundwater conditions directly beneath the lagoons. Drilling methods shall be utilized which facilitate the collection of undisturbed soil samples for laboratory analysis of physical and chemical parameters. This may also entail groundwater sampling and field screening during drilling. Nested wells will be installed within the glacial deposits to determine the vertical extent of contamination and the presence of vertical gradients which will affect contaminant movement and distribution. Geophysical techniques should be considered for their applicability in defining subsurface conditions and to supplement the selection of monitoring well locations.

A plan shall be prepared describing the groundwater sampling and analysis program and shall be updated, as necessary to include the test results from each sampling event, and predict the long-term disposition of contaminants.

#### INTERIM RI ANALYSIS AND TECHNICAL MEMORANDUM (TM)

After completion of Phase 1 investigation activities, data will be reviewed and assessed, and a technical memorandum prepared. Analytical results from the soil sampling activities, groundwater quality investigation, surface water/sediment assessment, and biological investigations will be analyzed during this process.

The TM will specify if additional remedial investigation activities are warranted in the study area. A meeting will be held with U.S. EPA to discuss the TM, and the need for Phase 2 activities. If additional investigation is not considered necessary, the Phase 2 Investigation will be omitted, and the RI Report prepared.

## REMEDIAL INVESTIGATION REPORT

Prepare draft and final reports covering the Remedial Investigation (RI) and submit copies of EPA and MDNR for review. The reports shall include the results of all tasks completed and shall include additional information in appendices. The report shall be structured to enable the reader to cross-reference with ease.

A review of QA/QC procedures followed for the sampling, analysis, and data handling aspects of the RI, as required by the approved QAPP, will be prepared as part of the RI Report. Limitations on data usage, based on deviations from the QAPP or analytical QA/QC information, will be identified.

The RI Report will consider applicable U.S. EPA guidance documents. The report will be issued as a draft within two months of receipt of project data. The final report will be issued within one month of agency comments on the draft report.



## FEASIBILITY STUDY

### DESCRIBE PROPOSED RESPONSE

Based on the results of the Remedial Investigation (RI), a statement of purpose of the response will be presented. The statement will identify the actual or potential exposure pathways that should be addressed by remedial alternatives. Information on the site background, nature and extent of the problem, and previous response activities may be incorporated by reference. Any changes to the original project scope of the Work Plan will be discussed and justified, based on results of the RI.

### PERFORM RISK ASSESSMENT

Based on the results of the RI and the exposure assessment developed for the site area, preparation will begin on a risk assessment for the site. The risk assessment will be incorporated into the Feasibility Study. U.S. EPA guidance documents on risk assessment will be utilized and referenced in developing the risk assessment.

### IDENTIFY PRELIMINARY REMEDIAL TECHNOLOGIES

A master list of potentially feasible technologies will be developed based on the site-specific problems and statement of purpose identified. The master list will be screened (using site conditions, characteristics of residual materials, and technical requirements) to eliminate or modify technologies which may prove extremely difficult to implement, will require unreasonable time periods, or will rely on insufficiently developed technology. Screening will be done in consultation with U.S. EPA.

## DEVELOP ALTERNATIVES

Based on the results of the RI and consideration of preliminary remedial technologies, a limited number of alternatives will be developed, based on the response objectives.

### Establish Remedial Response Objectives

Site-specific objectives for the response will be established. These objectives will be based on public health and environmental concerns, the description of the current situation, information gathered during the RI, Section 300.68 of the National Contingency Plan (NCP), U.S. EPA's interim guidance, and the requirements of any other applicable U.S. EPA, Federal, and MDNR environmental standards. Objectives for management of migration measures will be to prevent or minimize impacts of contamination that has migrated within the site area. Cleanup objectives will be developed in consultation with U.S. EPA.

### Identify Remedial Alternatives

Alternatives will be developed to incorporate remedial technologies, response objectives, and other appropriate considerations into a comprehensive, site-specific approach. Alternatives developed will include the following (as appropriate):

- \* Alternatives for removal of contamination;
- \* Alternatives which attain applicable and/or relevant Federal public health or environmental standards;
- \* Alternatives which exceed applicable and/or relevant public health or environmental standards;

- \* Alternatives which do not attain applicable and/or relevant public health or environmental standards but will reduce the likelihood of present or future threat from the hazardous substances. This will include an alternative which closely approaches the level of protection provided by the applicable or relevant standards; and
- \* No action alternative.

There may be overlap among the alternatives developed. Further, alternatives outside of these categories may also be developed. The alternatives will be developed in close consultation with U.S. EPA. The rationale for excluding technologies identified will be documented.

#### PERFORM INITIAL SCREENING OF ALTERNATIVES

Prior to undertaking detailed evaluations of the remaining alternatives, the alternatives developed will be screened to eliminate those that are clearly infeasible or inappropriate.

#### CONDUCT DETAILED ANALYSIS OF THE ALTERNATIVES

The cost effectiveness of those alternative remedies selected during the initial screening will be evaluated in detail.

#### PERFORM EVALUATION OF COST-EFFECTIVE ALTERNATIVE

The U.S. EPA and MDNR will review the results of the detailed evaluation of the remedial alternatives. The lowest cost alternative that is technologically feasible and reliable, and that adequately protects (or mitigates damage to) public health and the environment will be considered the cost effective alternative.

#### PRELIMINARY FS REPORT

A preliminary FS Report will be prepared presenting the results of the FS, and will include supplemental information in appendices.

#### FINAL FS REPORT

A final FS Report will be prepared. The report will incorporate comments, additions, etc., as received on the preliminary FS Report. This report will include a responsiveness summary on public comments received.

## ATTACHMENT B

### MICHIGAN REMEDIAL ACTION PROGRAM

#### COMMUNITY INVOLVEMENT STRATEGY

Environmental contamination sites and associated cleanup are highly sensitive and emotional issues to residents within close proximity to them. Local citizen concern and involvement should be expected in any site investigation or cleanup activity conducted by the Department. Local citizens will continue to live near the site during a site investigation and cleanup as well as following the completion of remedial work. Residents have concerns about possible dangers posed by site investigation and cleanup and are concerned that the chosen remedial measures will eliminate not only short term but also any long term risks. Residents will have concerns about decisions regarding remedial actions and the process by which those decisions are made and want to have a significant voice in the planning and conducting of remedial measures at a site. It is also recognized that there is frequently little relationship between the priority of the contamination problem and the amount of public activism.

Since residents have a significant stake in the outcome of site work, their concerns and recommendations will be considered by the Department in the development of a remedial action program for a particular site. The community involvement strategy is a method by which the Department will seek to inform local citizens about site activities and findings, to receive local citizen input regarding a particular site and to involve them in the decision making process, from the beginning of site investigations through completion of remedial measures. This outreach, on the part of the Department, will be accomplished through a variety of mechanisms tailored to individual sites based on the level of citizen concern and interest.

#### Community Involvement Program Objectives

1. To share proposed site plans prior to decisions being made, so that local residents and other interested parties can review and comment on proposals and have substantive input on decisions.
2. To acquire information from local officials and local citizens on past site history and practices.
3. To identify the primary concerns of the local community, so that the involved agency(s) can more effectively address them.
4. To convey information as accurately and in as timely a manner as possible.
5. To explain the Remedial Investigation/Feasibility Study process and the need for comprehensive site investigation prior to initiation of cleanup or control measures.

6. To make technical information more comprehensible.
7. To demonstrate that decisions on final remedial measures are reasonable and responsible through involving all interested parties in the decision-making process.
8. To help maintain a cooperative/coordinated effort between agencies involved (DNR, EPA, MDPH, etc.).

#### COMMUNITY INVOLVEMENT TIMETABLE

This step-wise approach to involving the community in site investigations and remedial actions is tailored to correspond with actions necessary under the Federal Superfund program. State funded (Act 307) activities will be addressed in a similar manner.

##### A. Prior to Initiation of Site Work

Listing a site on the National Priority List (NPL) does not mean that funding will be immediately available to address that site. Many NPL sites will not receive funding in the first funding cycle after listing. Local citizens may be concerned about this delay. Although a serious problem appears to exist and the community may be receiving negative publicity, no funding is as yet committed.

Prior to commitment of funding and initiation of site work, DNR will do the following (see attachment for greater explanation of underlined "tools"):

1. Initial contacts with local officials should be made prior to a site being included on the NPL or the Act 307 list of sites.
2. Following listing, local officials and any key local residents will be contacted:
  - a. To describe a realistic timetable for action.
  - b. To obtain site information, assess community concern, and identify best means of communication with community.
3. Based on the level of community concern, and upon recommendations of local officials and residents, the DNR might develop a mailing list of local residents, distribute a progress report, or conduct a public information meeting. A Citizen Information Committee also might be developed if funding is anticipated in the near future.
4. As a Cooperative Agreement (the grant document between U.S. EPA and the state) is being finalized, a site-specific Community Relations Plan will be developed. The DNR will seek comments

on the draft document from local officials and key local residents. The Community Relations Plan will serve as a guide to public information/community involvement activities through the site investigation (Remedial Investigation/Feasibility Study) process. Additional activities not outlined in the plan may be conducted when site developments dictate a need.

B. During the Remedial Investigation Phase

The Remedial Investigation (RI) is an in-depth evaluation of the type and extent of site contamination. Effective cleanup or control measures cannot begin before the problem is more fully understood. RI activities typically include soils, surface water, and groundwater sampling and analysis, hydrogeological studies, geophysical studies to locate buried drums or tanks, and air monitoring to assess levels of air emissions. Testing of nearby private wells is often conducted to make sure groundwater contaminants have not migrated off-site to pose an exposure problem to nearby residents. These studies provide the information and data necessary to conduct the next step, the Feasibility Study (FS).

During the remedial investigation, which may require up to 12 to 14 months to complete, the following will be done:

1. If not done previously, a mailing list of area residents will be developed, and an initial progress report will be sent.
2. In most instances, a Citizen Information Committee will be established to serve as a liaison between the community and the DNR and to facilitate regular two-way communications of site plans, progress, developments, and citizen concerns and recommendations.

Whether or not to establish a Citizens' Information Committee (CIC) should be based on the complexity of actions to be taken at a site, the estimated length of time proposed actions will take, and the number of people affected.

Complexity of Actions - CICs should be established for most projects that will involve a full scale RI/FS. Less complex actions such as the hookup to a municipal water supply may not require a CIC.

Duration of proposed actions - Short term immediate removals may not require a CIC.

Number of people affected - Citizen Information Committees work best in instances where the number of affected and interested local residents is too large to allow a project manager to maintain more direct contact with all of them,

but where the affected community is small enough to expect that a small core group of citizens and local officials can realistically serve as liaison with the community. CICs are probably not necessary where less than 8 or 10 families are involved. CICs cannot effectively serve as liaison where the affected group is an entire city.

These factors are offered as guides. The recommendations of local officials and key local residents will be weighed heavily in the decision of whether or not to establish a CIC. When a CIC is not established, the other tools identified here need to be more fully employed.

3. A public meeting will be held prior to the beginning of on-site work to inform the public of the types of activities to be conducted, a general timetable for the work, and to answer questions or concerns voiced by local residents.
4. At a minimum, two additional public meetings will be conducted during the RI. One meeting will be held mid-way through the RI as initial sampling and study results are received. Another meeting will be held at the end of the RI to explain all study findings and implications. Additional meetings may be held if deemed necessary due to time lags or significant site developments. Local residents will receive notice of public meetings through mailings.
5. A series of progress reports will be sent to local residents, officials, and other interested parties to report new site information or findings, to share future site plans or activities, to address known community concerns, or to announce public meetings. While the number of progress reports issued will differ from site to site, typically they will be issued every 2 to 3 months.
6. A local Information Repository will be established where the public can review all reports, work plans, the Community Relations Plan, etc.

C. During the Feasibility Study Phase

With the site information gleaned from the RI, alternative methods for cleaning up or controlling site contaminants can be assessed. In the Feasibility Study (FS) Phase, various alternative measures are evaluated based on criteria such as feasibility/constructability, immediate and long-range costs, the degree of clean up or control achievable, whether or not the method is proven and reliable, and whether or not long-term maintenance or monitoring is required. The FS results in the identification of "recommended remedial actions".



During the FS, the following will be done:

1. A progress report will be sent and a public meeting will be held to review with the community the various alternative remedial measures to be evaluated in the FS. This is to provide local citizens the opportunity to hear about and to comment or voice concerns about specific alternatives prior to the full-scale evaluation of those alternatives.
2. When the FS is completed, the public will have the opportunity to review the study and comment on the recommended alternative(s). To accomplish this, a public meeting will be held, copies of the FS report will be available for review at the information repository, and a three-week public comment period will be held. Notification of the completion of the FS will be made two weeks prior to the beginning of the public comment period.
3. Following a decision by EPA headquarters (known as Record of Decision), a progress report will be sent to local residents explaining the decision.

Note: While a formal public comment period is held only when the Feasibility Study is completed, public comments and recommendations are encouraged throughout the RI/FS process. The DNR will seek public input through the various mechanisms outlined above including public meetings, progress reports and the Citizen Information Committees. The DNR is committed to giving serious consideration to all local citizen's concerns and recommendations. There will be instances, however, in which the DNR cannot fully address a concern or adopt a recommendation. In such instances, DNR staff will explain why a recommendation was not adopted. This explanation will be in writing if the initial recommendation is presented in writing.

D. During the Remedial Action Phase

The remedial action phase will differ significantly from site to site. Due to these differences, no generic timetable is presented here. A site-specific community relations plan for this project phase will be developed by DNR with input from local officials and residents. Activities will include, at a minimum:

1. A public meeting prior to beginning on-site remedial action work to describe the work plan and general timetable for site work. Public meetings will be held periodically as deemed necessary to explain progress of cleanup work.
2. A continuation of periodic progress reports.
3. Continuation of the operation of a citizen's information committee where one has been established.

#### PUBLIC INFORMATION/COMMUNITY INVOLVEMENT TOOLS

- Open, Two-way Communications - Early establishment of open, informal communication channels between DNR staff and local officials and residents is essential.
- Public Information Meetings - Public meetings are appropriate at key stages in the remedial program to brief the community on progress or plans and to receive comments. These meetings should be as informal and as informational as possible.
- Informal Meetings With Residents - DNR project managers and other staff are encouraged to meet with small groups of residents (typically in a resident's home) to discuss project plans or progress.
- Progress Reports - Special bulletins or progress reports are an effective way to keep residents, officials, and media informed about site activities and upcoming meetings.
- Citizens Information Committee - A citizen's information committee, including local elected officials, local public agencies, and local residents will be formed in many instances to serve as a major communication link between the DNR and the community. The committee is to act as a liaison, to help communicate project news to the community and local concerns, suggestions or information to the DNR. The DNR will share all site information and developments with the committee on a timely basis through meetings, telephone contacts, and periodic mailings. The committee will be asked to review draft materials such as site work plans and the community relations plan. The DNR will bring major decisions or plans before the committee for comments and suggestions prior to implementing them. The committee is not to be a decision-making body, but will have a significant role in assuring that local concerns and ideas are incorporated into all major decisions. Thus, the committee will have a substantive role in shaping the course of the site investigation and clean up.
- Pamphlets and Brochures - Pamphlets, brochures and other written materials may be provided to help explain the clean up programs, technical issues and other topics of interest.

Prophet Nathan

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Contractor on Board Prior to Award

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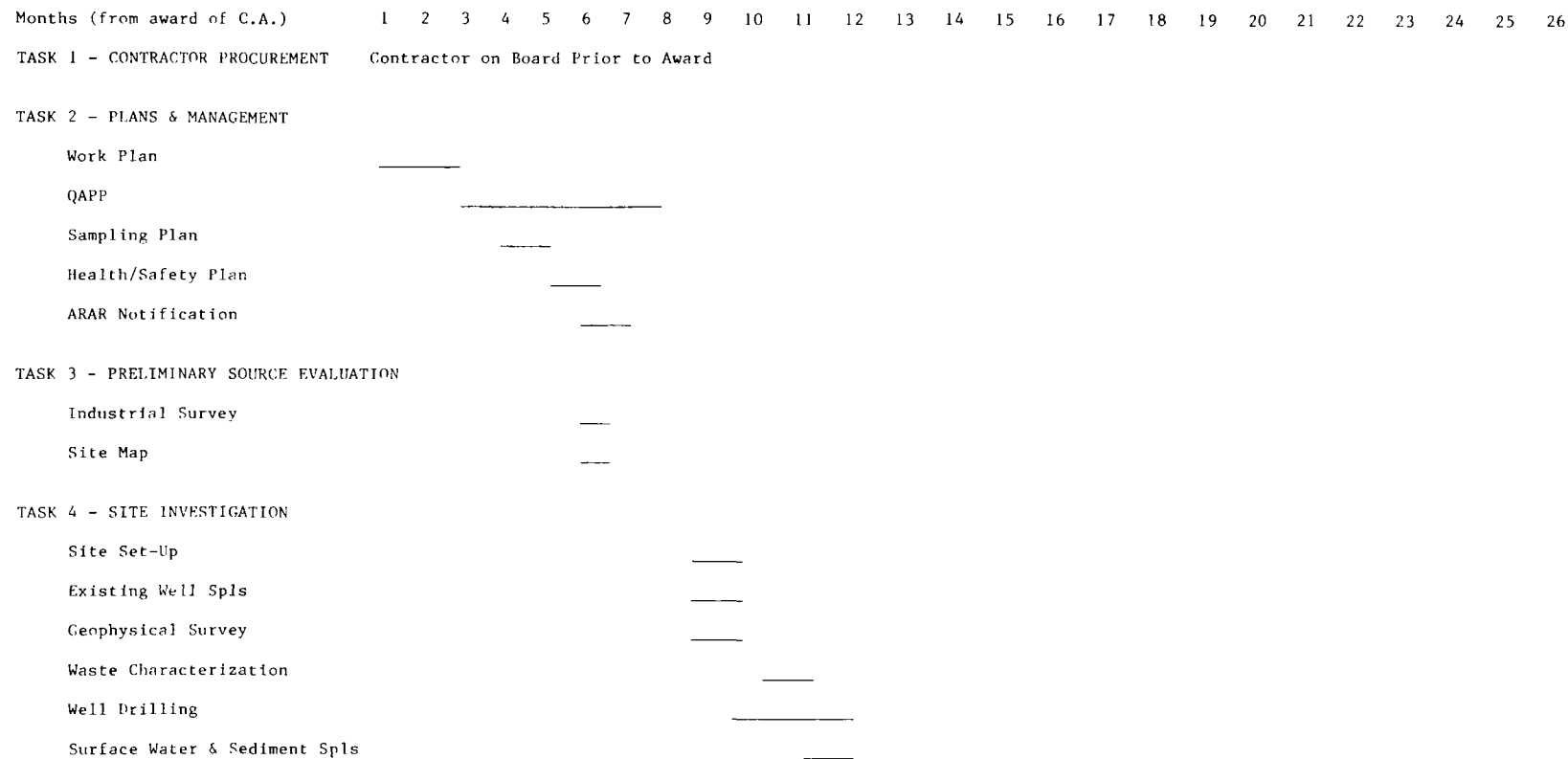
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North Bronson Industrial Area RI/FS  
Project Schedule



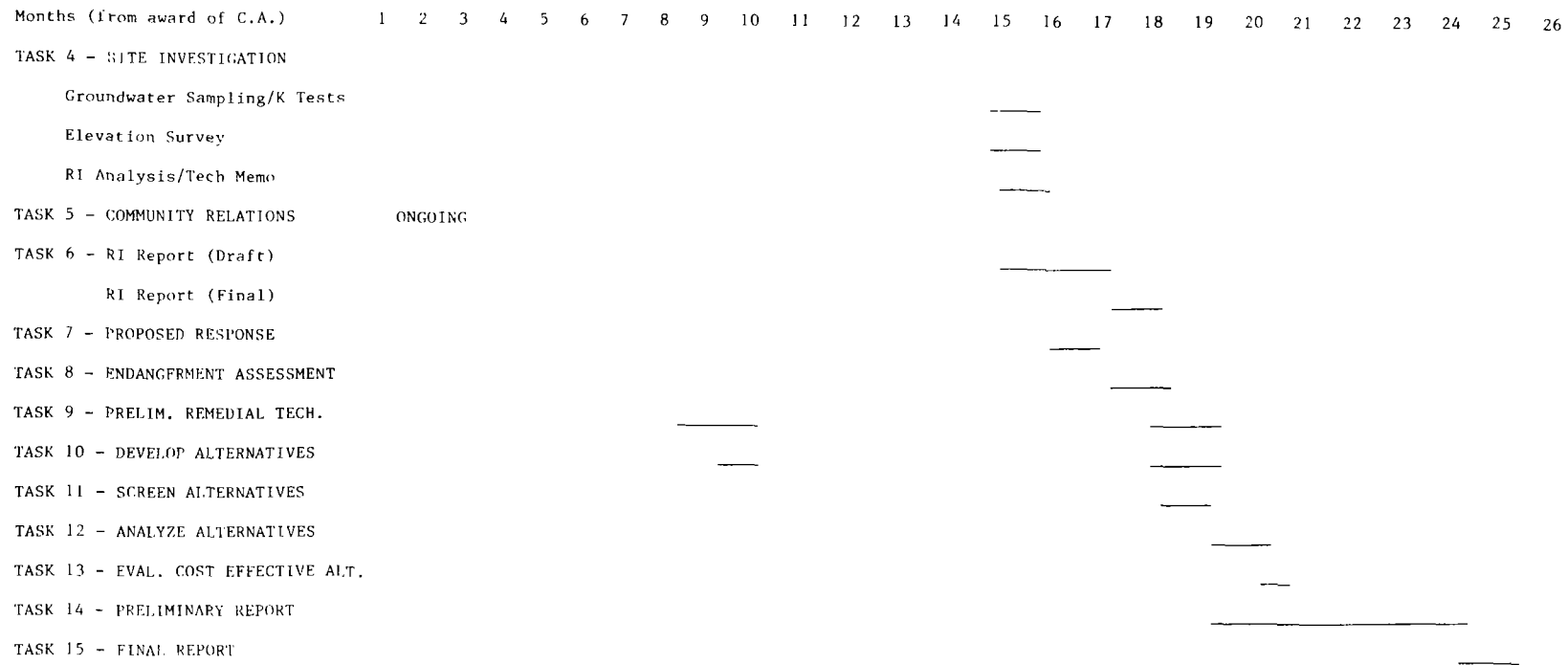
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North Bronson Industrial Area RI/FS  
Project Schedule



SUMMARY OF NOTICES OF INTENT RECEIVED BY STATE CLEARINGHOUSE

DATE 5-22-87

SC FILE NO. @	REG. NO.	APPLICANT	PROJECT DESCRIPTION	PROJECT LOCATION	CFDA NO.	FED. AGENCY	EST. COST (\$1,000's)	COMMENTS DUE BY*
05-22-87-112	0	Manuel P. Garcia Michigan Economics for Human Development 3186 Pine Tree Road Lansing, MI 48911 (517) 394-4110	West Michigan CAMP College Assistance Program for Migrant and Seasonal Farmworkers of Western Michigan University	STATEWIDE	84.149	EDU	F=193 T=193	5-21-87
05-22-87-113	3	Ronald Willson Michigan Department of Natural Resources Office of Budget & Fed. Aid P.O. Box 30028 Lansing, MI 48909 (517) 373-8448	Cooperative Agreement to provide technical assist- ance and community relations support for a Remedial Investigation/Feasibility Study at the North Bronson Industrial Area NPL site.	BRANCH	66.802	EPA	F=750 T=750	5-21-87
05-22-87-114	0	Gary Simons Michigan Department of Natural Resources Office of Budget & Fed. Aid P.O. Box 30028 Lansing, MI 48909 (517) 373-2811	Sturgis Municipal Well Field Remedial Investigation and Feasibility Study	STATEWIDE	66.802	EPA	F=950 T= 950	5-21-87
05-22-87-115D	1	Robert J. Grimmett U. S. Postal Service Support Services Office 3000 Town Center, Suite 280 Southfield, MI 48075-91-1 (313) 226-8362	The U.S. Postal Service is, at this time, initiating action to advertise for sites. Provide temporary lease space for postal carriers to sort and deliver mail The preferred area is defined as: Brinston (North); Twelve Mile Rd. (South); John R (East); Stephenson Hwy. (West) See attached map.	OAKLAND	N/A	CFDA	F=N/A T=N/A	5-21-87
05-22-87-116	12	Sally Harris MDS CAA Head Start 607 First Avenue N. Escanaba, MI 49829 (906) 786-7080	Head Start Program for Menominee, Delta & Schoolcraft Counties	MENOMINEE	13.600	HHS	F=431 T=539	5-21-87

Information received from the applicant, on which this summary is based, is available from the State Clearinghouse (SC). CFDA - Catalog of Federal Domestic Assistance. @ D- direct federal development project.

NR - No comments received;

CF - comments received & forwarded to federal agency without recommendation; REC - a state process recommendation was forwarded to the federal agency, accom-  
panied by comments received, if any.

STATE OF MICHIGAN  
FEDERAL PROJECT REVIEW SYSTEM  
Project Review Status Report

Period 5-21-87/104

SC File No.	Reg. No.	Applicant	Items to SC	EXT	SC Action		Federal Response	Review Complete
					Type	Date		
5-21-87/104	7	Health Deliver, Inc.	-		N	06-20-87	-	06-20-87
05-21-87/104	10	East Jordan Family Health Center	-		N	06-20-87	-	06-20-87
05-21-87/106	10	East Jordan Family Health Center	-		N	06-20-87	-	06-20-87
05-21-87/107	0	Mich Dept of Education	-		N	06-20-87	-	06-20-87
05-14-87/108	10	Waloon Lk Melrose Pk Improv	-		N	06-13-87	-	06-13-87
05-14-87/109	13	Keweenaw Bay Trib Counc Alc Prog	-		N	06-13-87	-	06-13-87
05-14-87/110	0	Mich Dept of Education	-		N	06-13-87	-	06-13-87
05-21-87/111	6	Mich Dept of Education	-		N	06-20-87	-	06-20-87
05-22-87/112	0	Mich Econo for Human Dev	-		N	06-21-87	-	06-21-87
05-22-87/113	3	Mich Dept of Natural Resources	-		N	06-21-87	-	06-21-87
05-22-87/114	0	Mich Dept of Natural Resources	-		N	06-21-87	-	06-21-87
05-22-87/115D	1	U.S. Postal Service	-		N	06-21-87	-	06-21-87
05-22-87/116	12	MDS CAA Head Start	-		N	06-21-87	-	06-21-87
05-22-87/117	0	Mich Dept of Education	-		N	06-21-87	-	06-21-87
05-22-87/118	7	School Dist of City of Saginaw	-		N	06-21-87	-	06-21-87
05-27-87/119	4	YWCA of Metro Chicago						
05-27-87/120	1	Wayne State University		E				
05-27-87/121	1	Washtenaw Community College						
05-28-87/122	12	Dept of the Air Force						
05-28-87/123	6	Mich Economics for Human Dev						
05-29-87/124	1	VanPelt & Assco Captioning Serv		E				
05-29-87/125	1	Dept Pub Works & Serv						
05-29-87/126	0	Dept Social Service						
05-29-87/127	0	Comprehensive Youth Service						
05-29-87/128	6	Tri-County Reg Plan Comm						
05-29-87/129	1	Detroit Area Agency on Aging						
06-01-87/001	5	Hamilton Ave Family Health Ctr						
06-01-87/002	0	High/Scope Edu Research Found		E				
06-01-87/003	1	Wayne State University		E				
06-01-87/004	1	New Center Comm Mental Health		E				
06-01-87/006	13	Lutheran Soc Serv of Wi & UP MI						
06-01-87/007	1	City of Westland						
06-03-87/008	3	City of Marshall						
06-03-87/009	7	MDOT, Urban Transp Plan Div						
06-03-87/010	5	Genesee County						
06-03-87/011	6	Peckham Housing Corp						
06-03-87/012	14	Our Lady of the Lake Parish						
06-03-87/013	14+	Allegan Muskegon Ottawa Sub Abuse						
06-03-87/014	1	Detroit Health Dept		E				
06-04-87/015	0	Mich Primary Care Assoc						

D - Direct Federal Development; C - Comment(s); RR - State Process Recommendation request;  
E - Extended due date for comments; N - No recommendation to federal agency;  
RSC - State Process Recommendation



## PROCUREMENT SYSTEM CERTIFICATION

Form Approved  
OMB No. 2000-0453  
Expires 4-84

## SECTION I - INSTRUCTIONS

This form must accompany each application for EPA Assistance. If the applicant has certified its procurement system to EPA within the past two years and the system has not been substantially revised, complete Part A in Section II, then sign and date the form. If the system has not been certified within the past two years, complete Part B, then sign and date the form.

## SECTION II - CERTIFICATION

A. I affirm that the applicant has within the past two years certified its procurement system to EPA as complying with 40 CFR Part 33 and that the system has not been substantially revised. The date of the applicant's latest certification is:

MONTH/YEAR

B. Based upon my evaluation of the applicant's procurement system, I, as authorized representative of the applicant: (Check one of the following:)

- ☒ 1. CERTIFY that the applicant's procurement system will meet all of the requirements of 40 CFR Part 33 including the attached subparts before undertaking any procurement action with EPA assistance.

Please furnish citations to applicable State or local ordinances and regulations.

- ☐ 2. DO NOT CERTIFY. The applicant will follow the requirements of 40 CFR Part 33 and allow EPA preaward review of proposed procurement actions that will use EPA assistance.

TYPED NAME &amp; TITLE OF CHIEF EXECUTIVE OFFICER

SIGNATURE

DATE

Delbert Rector  
Deputy Director*Delbert Rector*

June 3, 1987

## SECTION III - SUMMARY OF REQUIREMENTS

Below is a list of subparts and sections of 40 CFR Part 33 which contain some but not all of the requirements for procurements under EPA assistance. The purpose of this list is to assist in the evaluation of the applicant's procurement system to determine if it is certifiable and meets the basic procurement principles as articulated in Part 33. As such, this list highlights certain aspects of the regulations which the recipient shall use in its evaluation process and is not intended to replace a detailed reading of Part 33.

PART 33  
REFERENCE

SECTION TITLE AND SUMMARY

33.210

SUBAGREEMENT ADMINISTRATION - System must ensure that contractors perform in accordance with all applicable contract requirements.

33.220

LIMITATION ON RECIPIENT AWARD - System must consider listed factors in determining contractor responsibility.

33.230

COMPETITION - System must have procurement transaction procedures that provide maximum open and free competition.

33.235-	<u>PROFITS</u> - System procedures must allow only fair and reasonable profits to contractors.
33.240	<u>SMALL, MINORITY, WOMEN'S, AND LABOR SURPLUS AREA BUSINESSES</u> - System must provide for use of these businesses as specified in this section.
33.250	<u>DOCUMENTATION</u> - System must require that procurement records and files for purchases over \$10,000 include items specified in this section.
33.255	<u>SPECIFICATIONS</u> - System procedures for establishing specifications for products or services to be procured must meet requirements of this section.
33.265	<u>BONDING AND INSURANCE</u> - System procedures and requirements related to bonding and insurance must meet requirements of this section.
33.270	<u>CODE OF CONDUCT</u> - System must have a written code or standards of conduct meeting the requirements of this section.
33.275	<u>FEDERAL COST PRINCIPLES</u> - System procedures for determining allowable costs must comply with the cost principles specified in this section.
.285	<u>PROHIBITED TYPES OF CONTRACTS</u> - System may not allow use of cost-plus-percentage-of cost (multiplier) or percentage-of-construction-cost types of contracts.
33.290	<u>COST AND PRICE CONSIDERATIONS</u> - System procedures must allow for consideration of cost and price as required in this section.
33.295	<u>SUBAGREEMENTS AWARDED BY A CONTRACTOR</u> - System must provide that the contractor's subagreements comply with provisions specified in this section.
33.305-310	<u>SMALL PURCHASE</u> - System small purchase procedures must meet requirements of these sections.
33.405-435	<u>FORMAL ADVERTISING</u> - System procedures related to formal advertising, including those for bidding documents and contract awards, must meet the requirements of these sections.
33.505-535	<u>COMPETITIVE NEGOTIATION</u> - System procedures for competitive negotiation must meet the requirements of these sections.
33.605	<u>NONCOMPETITIVE NEGOTIATION</u> - System procedures for noncompetitive negotiation must meet the requirements of this section.
SUBPARTS C - G	SYSTEM MUST COMPLY WITH REQUIREMENTS IN THESE SUBPARTS:
C	<u>CLEAN WATER ACT REQUIREMENTS</u> - Subpart applies to procurement under assistance agreements for construction of treatment works under the Clean Water Act.
D	<u>REQUIREMENTS FOR INSTITUTIONS OF HIGHER EDUCATION AND OTHER NONPROFIT ORGANIZATIONS</u> - Subpart describes the procurement requirements for nonprofit organizations.
E	<u>REQUIREMENTS FOR RECIPIENTS OF REMEDIAL ACTION COOPERATIVE AGREEMENTS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980</u> - Subpart describes the additional procurement requirements for recipients of these cooperative agreements.
F	<u>SUBAGREEMENT PROVISIONS</u> - Subagreements for procurement under EPA Assistance must contain the appropriate clauses, or their equivalent, specified in this subpart.
G	<u>PROTESTS</u> - Subpart applies to all applicants for EPA assistance except for nonprofit organizations.

STATE OF LOCAL DEPARTMENT/AGENCY  
INDIRECT COST NEGOTIATION AGREEMENT

INSTITUTION:  
 Michigan Department of Natural Resource  
 Stevens T. Mason Building  
 Lansing, Michigan 48909

FILING REF.: This replaces  
 Negotiation Agreement  
 date March 17, 1986

The indirect cost rate(s) contained herein are for use on grants and contracts with the Federal Government to which OMB Circular A-87 applies subject to the limitations contained in the Circular, in Sections II A below, and subject to the availability of appropriated funds or apportionments. The rate(s) were negotiated by the Michigan Department of Natural Resources and the U.S. Department of Interior in accordance with the authority in Attachment A, Section J.3 of the Circular.

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SECTION I: RATES\*

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<u>Effective Period</u>	<u>Rate</u>	<u>Type</u>	<u>Applicable to</u>
10/1/86 to 9-/30/87	.15.97% (a)	Fixed with Carry-Forward	Game and Fish Programs
10/1/86 to 9/30/87	18.25% (a)	Fixed with Carry-Forward	All other Programs
10/1/85 to 9/30/87	.12%(b)	Fixed with Carry-Forward	A-102, Attachment P Audit Costs Only

\*Base: (a) Direct salaries and fringe benefits.

(b) Total Federal program costs including state match and indirect costs.

Treatment of Fringe benefits: Fringe benefits related to direct salaries and wages are treated as other direct costs. Fringe benefits related to indirect salaries are treated as indirect costs.

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## SECTION II: GENERAL

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- A. **LIMITATION:** Use of the rate(s) contained in this agreement is subject to any applicable statutory limitations. Acceptance of the rate(s) agreed to herein is predicated upon the conditions: (1) that no costs other than those incurred by the grantee/contractor were included in its indirect cost rate proposal and that such costs are legal obligations of the grantee/contractor, (2) that the same costs that have been treated as indirect costs have not been claimed as direct costs, and (3) that similar types of costs have been accorded consistent treatment.
- B. **AUDIT:** Adjustments to amounts resulting from audit of the cost allocation plan or indirect cost rate proposal upon which the negotiation of this agreement was based will be compensated for in a subsequent negotiation.
- C. **CHANGES:** If a fixed carry forward or predetermined rate(s) is contained in this agreement it is based on the organizational structure and the accounting system in effect at the time the proposal was submitted. Changes in the organizational structure or changes in the method of accounting for costs which affect the amount of reimbursement resulting from use of the rates in this agreement, require the prior approval of the authorized representative of the responsible negotiation agency. Failure to obtain such approval may result in subsequent audit disallowances.
- D. **THE FIXED CARRY FORWARD RATE(S)** contained in this agreement, if any, is based on an estimate of the cost which will be incurred during the period for which the rate applies. When the actual costs for such period have been determined an adjustment will be made in the negotiation following such determination to compensate for the difference between that cost used to establish the fixed rate and that which would have been used were the actual costs known at the time.
- E. **BILLING RATES:** In accordance with the agreement allocating costs of central services provided by others, adjustments have been made to properly reflect costs of central services billed and also allocated to this department.
- F. **NOTIFICATION TO FEDERAL AGENCIES:** Copies of this document may be provided to other Federal offices as a means of notifying them of the agreement contained herein.

ACCEPTANCE

By the State Department/Agency

Kenneth L. Hendrick

Name  
Michigan Dept. Natural Resources  
Chief, Administrative Services  
Division

Title

April 29, 1987

Date

By the Responsible Agency  
For the Federal Government

H. Dewey Miller  
Name

Regional Audit Manager  
Eastern Region  
Title

Office of Inspector General  
U.S. Department of Interior  
Agency

5/12/87  
Date

Negotiated by John White  
Telephone (703) 235-8133